

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
SIMPLE FINANCE CHARGE

DEAL # 142739

Dealer Number _____ Contract Number _____

USER CONNOR STEVEN MASON	SELLER/CREDITOR CLAY COOLEY NISSAN OF AUSTIN SOUTH
ADDRESS 1114 CAMINO LA COSTA #2065	ADDRESS 4914 S 111 35
CITY AUSTIN STATE TX ZIP 78752	CITY AUSTIN STATE TX ZIP 78745260
PHONE (406)461-3091	PHONE

IO-BUYER N/A
ADDRESS _____ STATE _____ ZIP _____
NONE

he Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.
ROMBETO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you agree to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

*REGISTRATION
UP TO DATE*

VEHICLE IDENTIFICATION

YEAR 2012	MAKE FIAT	MODEL 500L	VEHICLE IDENTIFICATION NUMBER 3C3CFFAF7CT385015	<input type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY <input type="checkbox"/> OFFICIAL/EXECUTIVE <input checked="" type="checkbox"/> USED
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USE FOR WHICH PURCHASED
PERSONAL, FAMILY, OR HOME USE
UNLESS OTHERWISE SPECIFIED BELOW
If either of the boxes below is checked, Chapter 33
of the Texas Finance Code applies to this contract.

Trade-in Make N/A Model N/A
Year N/A VIN N/A License No. N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE The cost you would pay if you paid all as a yearly rate. 0.69% 0.69% 100	FINANCE CHARGE The dollar amount of credit you will pay to the seller you have made all payments as scheduled. \$ 1696.60 \$ 8873.00	Total of Payments The total cost of your vehicle on credit, including your down payment. \$ 10569.60 \$ 1000.00	Total Sale Price The total cost of your vehicle on credit, including your down payment. \$ 11569.60 \$ 1000.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 176.16	Monthly beginning 10/04/15
		Or as follows

Late Charge: If you do not receive your next payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 8% of the scheduled payment.

Prepayment: If you pay all that you owe early, you will not have to pay a penalty.

Security Interest: We will have a security interest in the vehicle being purchased.

Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, taxes, etc.)	\$ 535.00	N/A
N/A	\$ N/A and N/A	\$ 9163.00 (1)

2 Total Downpayment = (if negative, enter "0" and see line 4A below)

Gross Trade-in	\$ N/A
- Pay Off Made By Seller	\$ N/A
+ Net Trade In	\$ 1000.00
+ Cash	\$ N/A
+ Mrs. Robata	\$ N/A
+ Other (Specify)	\$ N/A
Total Downpayment	\$ 1000.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts):

A Net trade-in payoff to N/A \$ 0.00

B Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

C Other Optional Insurance Paid to Insurance Company or Companies

D Official Fees to Government Agencies

E) to F) _____ \$ N/A

G) to H) _____ \$ N/A

I) to J) _____ \$ N/A

K) to L) _____ \$ N/A

M) to N) _____ \$ 125.00

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES, THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRÁ COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN LA RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

N) Other Charges (Seller must identify who is paid and describe purpose.)

in Store for N/A Master Rep \$ 39.75

in N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 8873.00 (4)

5 Amount Financed (3-4) \$ 8873.00 (5)

CONSUMER CREDIT COMMISSIONER NOTICE

To contact REGIONS BANK about this account, call 8002835163. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2801 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; www.occc.state.tx.us, and can be contacted relative to any inquiries or complaints.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer X *Connor Mason* Co-Buyer X *N/A*
See back for other important agreements.

CONSUMER WARNING: Notice to the buyer—Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

Buyer Signs X *Connor Mason* Date 08/20/15 N/A
Co-Buyer and Other Owners — a co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us by this contract.

Other owner signs X *Clay Cooley* Date 08/20/15 N/A
Seller signs X *Clay Cooley NISSAN OF AUSTIN* Date 08/20/15 N/A
Title _____

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to REGIONS BANK (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse *Clay Cooley NISSAN OF AUSTIN SOUTH* Assigned without recourse
 Assigned with limited recourse

Seller *Connor Mason* Date *N/A* Title *N/A*

WAC FORM NO. 551-TX-ARB 2/12 vs. motor vehicle

OTHER TERMS AND CONDITIONS

1. FINANCE CHARGE AND PAYMENTS

a. HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1.65% of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.

b. HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:

1. earned but unpaid finance charge; and
2. to anything else you owe under this agreement.

c. HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We base the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice letting you about these changes before the final scheduled payment is due.

d. INTEREST AFTER MATURITY. If you do not pay all you owe when the final payment becomes due, or if you do not pay all you owe if a demand payment is full in our contract, you will pay an interest charge on the amount that is still unpaid. That interest charge will be at the higher rate of 165% per year or the maximum rate allowed by law. The final rate is higher. The interest charge for this amount will begin the day after the final payment becomes due.

e. TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.

f. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS. A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay off you owe when the balloon payment is due and keep your vehicle. You can also buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your payments will not be larger or more than the payments in the contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

a. USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, we'll not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.

b. CARE OF THE VEHICLE. You agree to keep the vehicle free from all taxes, and claims except those that secure this contract. You will timely pay all taxes, fees, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not alter the vehicle to be seized or placed in jeopardy or use it illegally. You must pay off you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possesses the vehicle, we may pay that third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.

c. SECURITY INTEREST. To secure all that you owe on this contract and all your promises to us, you give us a security interest:

1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
2. All insurance proceeds and other proceeds received for the vehicle;
3. Any insurance policy, service contract or other contract financed by us and any proceeds of these contracts; and
4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle.

d. AGREEMENT TO KEEP VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle.

e. OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain liability protection insurance, we will mail notice to your last known address shown in our records.

f. PHYSICAL DAMAGE INSURANCE NEEDS. You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay off you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This provision applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

ARBITRATION CLAUSE

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether individual or class, (including interpretation and scope of this Arbitration Clause, and the admissibility of the claim or dispute, whether or not it arises from or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action.

Arbitration shall be conducted by the American Arbitration Association, 1653 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization that you choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute. In such cases, the hearing will be held in the federal district where this contract was executed.

You will be responsible for administrative, arbitration, or case management fees and production or hearing fee up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control.

The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party in excess of \$10,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a court or other appropriate forum.

You will retain all rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we will have the right to arbitrate by using self-help remedies or filing suits.

Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract.

If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.